

General Agreement  
Between;  
NATIONAL PARK SERVICE  
DEPARTMENT OF THE INTERIOR  
and the  
ADVENTURE CYCLING ASSOCIATION

This General Agreement is made and entered into this 30th day of April, 2013 by and between the National Park Service, U.S. Department of the Interior (hereinafter referred to as NPS) and the Adventure Cycling Association, a 501(c)(3) non-profit cycling organization (hereinafter referred to as ACA).

ARTICLE I: BACKGROUND AND OBJECTIVES

WHEREAS, the National Park Service Organic Act and the General Authorities Act (16 U.S.C. 1, 2-4) provide key management authority for units of the National Park System, including the direction to preserve unimpaired the natural and cultural resources and the values of the National Park System for the enjoyment, education, and inspiration of this and future generations; and

WHEREAS, bicycle use is a legal mode of transportation and recreation on park roads except in cases with such specific restrictions or prohibitions; and

WHEREAS, road conditions, general management plans, safety concerns, resource protection needs and other factors affecting the use of bicycles by park visitors vary widely among national parks; and

WHEREAS, various plans and regulations that are in place to protect visitor safety and cultural, historic, and scenic resources, may restrict or prohibit bicycle use in certain national parks or on specific park roads; and

WHEREAS, it is in the interest of NPS and all park visitors for cyclists to be aware of the conditions and regulations that pertain to bicycle use on roads within and adjacent to national park units; and

WHEREAS, the NPS is committed to providing appropriate, high-quality opportunities for visitors to enjoy the units of the National Park System consistent with its stewardship responsibilities; and

WHEREAS, bicycle travel plays a valuable role in tourism and transportation that connects many parks to neighboring communities; and

WHEREAS, this General Agreement does not conflict with regulations promulgated by NPS; and

WHEREAS, ACA is a 501(c)(3) non-profit membership organization whose mission is to inspire and empower people to travel by bicycle; and

WHEREAS, ACA encourages and fosters safety and civility among all road users; and

WHEREAS, ACA encourages the designation of interstate bicycle routes, called the U.S. Bicycle Route System, by federal, state and local agencies; and

WHEREAS, ACA focuses in a unique way on cycling for tourism and transportation throughout the U.S.; and

THEREFORE, the NPS and ACA desire to cooperate and mutually agree to collaborate as described below.

ARTICLE II: TERMS OF AGREEMENT

Both parties mutually agree to the following terms:

A. Statement of Mutual Interests and Benefits

1. The National Park Service is interested in providing public access to federal lands, and public opportunities for outdoor recreation on federal lands in a safe, and environmentally-sound manner.
2. The National Park Service is interested in good communications and the dissemination of information on available locations on federal lands where bicycling can be conducted in a safe and environmentally sound manner.
3. Adventure Cycling Association desires to encourage bicycling on federal lands by providing assistance to the National Park Service in connection with conservation, stewardship and protection of federal lands.

B. Subject to the availability of personnel and funds, and as appropriate and compatible with all applicable legislation, regulations, and plans, NPS agrees to:

1. **Work with ACA**, and their staff in order to identify safe and enjoyable places to ride. NPS will make the terms and objectives of this Agreement available to Park Superintendents, to whom deference is given pertaining to the designation of bicycle travel routes within units of the National Park System.
2. **Promote Bicycle Use** and help ACA identify mutually beneficial projects or activities to further the Adventure Cycling Route Network and the U.S. Bicycle Route System, and to seek ways to collaborate in their accomplishment, at the discretion of the NPS.
3. **Develop mutually beneficial activities**, such as compilation of information on the availability of bicycle travel opportunities on National Park System lands, dissemination of information about planned road construction and maintenance projects, and provision of educational opportunities in units of the National Park System. Additionally, NPS will work to create a description of the types of places where bicycling is legal without further administrative procedure under NPS regulations.
4. **Promote Safety** and assist with ACA in developing visitor safety messages where appropriate in park units.
5. **Encourage Research and Study** on the status and effects of bicycle travel on the natural and cultural resources, scenic and aesthetic values, wildlife, visitor experience, and economic activities in parks and surrounding communities.

C. Subject to the availability of personnel and funds ACA agrees to:

1. **Work with the NPS**, and the relevant staff in order to educate parks, organizations, state and local transportation agencies, trail managers, tour operators and other interested entities about the terms and objectives of this Agreement, and encourage volunteerism and collaboration with the NPS on mutually beneficial projects or activities.
2. **Assist with the formation and management** of education, interpretation, and assistance efforts in cooperation with the NPS, and highlight bicycling programs, events, and initiatives in National Parks that are important to the NPS, upon request and at the discretion of the NPS.
3. **Encourage ACA staff** to make the terms and objectives of this Agreement available to ACA members and volunteers, and encourage their collaboration and volunteerism with the NPS on mutually beneficial projects or activities.
4. **Participate in Agency land management planning** efforts to identify suitable areas for bicycle-based outdoor recreation activities on federal lands and roadway areas.
5. **Work with the NPS to improve the maintenance, reconstruction, or modernization work** at outdoor recreation sites or areas on the federal lands that are used by the bicycle outdoor recreation community on federal lands, and do so in a mutually satisfactory manner that incorporates best management practices and that is consistent with applicable laws, regulations, and Agency policies at the discretion of the NPS.
6. **Encourage all roadway bicycle travelers to ride responsibly** on NPS or other federal roads officially designated for bicycle use and work with the NPS to develop and provide information to all visitors that will foster safe bicycling opportunities, promote stewardship and conservation, and encourage responsible use and road sharing ethics.

D. Both parties mutually agree to the following:



1. NPS and ACA must handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU.
2. Be cognizant of the demands of all segments of the public for opportunities to use and enjoy federal lands.
3. NPS will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds.
4. Nothing in this MOU authorizes either the NPS or ACA to obligate or transfer funds, property, or services. Specific projects or activities that involve the transfer of funds, services, or property among the Parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute or other appropriate mechanism. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable laws.
5. Nothing in this MOU is intended to alter, limit, or expand the NPS's statutory or regulatory authority.
6. This MOU in no way restricts the NPS or ACA from participating in activities with other public or private agencies, organizations, and individuals.
7. This MOU does not create any substantive or procedural right that is enforceable at law or equity against the United States or its officers, agents, or employees.
8. Any information furnished to the NPS under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
9. Other federal agencies and private entities may be added to this MOU with the written concurrence of all the Parties.
10. This MOU constitutes the entire understanding of the parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. Any modification to this MOU must be in writing signed by all parties.

### ARTICLE III: TERM OF AGREEMENT

This Agreement shall become effective on the date of the last signature and will remain in effect for five years. Modifications to the Agreement may be proposed by either party and shall become effective upon written approval of both parties. Either party may withdraw from this agreement, or any part thereof, at any time upon 60 days prior written notice to all other party (at the addresses set forth below or as otherwise indicated).

### ARTICLE IV: KEY OFFICIALS AND LIAISONS

The personnel listed below are identified as key staff and are considered essential to the work being performed under this Agreement:

#### National Park Service:

- Bob Ratcliffe, Conservation and Outdoor Recreation Chief, NPS – Washington, D.C.
- Alan Turnbull, Partnership and Communications Specialist, NPS – Washington, D.C.
- Charlie Stockman, Program Manager, NPS – Washington D.C.
- Joshua Nadas, Program Analyst, NPS – Washington, D.C.

#### Adventure Cycling Association:

- Jim Sayer, Executive Director, ACA – Missoula, Montana
- Virginia Sullivan, Special Projects Director, ACA – Missoula, Montana

Prior to any changes in key officials by either the NPS or ACA, written notice will be given reasonably in advance.

### ARTICLE V: SPECIAL PROVISIONS

- A. Any material prepared by either party for informing the public about this Agreement will be submitted to the other party's key official(s) (see Article IV) for formal review and approval prior to its release.

- B. This Agreement will not in any way suggest endorsement by the NPS of a product or service. No ACA member advertising or promotional materials will carry the NPS arrowhead logo or other official text or emblems that might suggest product or NPS endorsement.
- C. This Agreement does not establish authority for noncompetitive award to ACA or its members of any contract or other agreement. Any contract or agreement must comply with all applicable requirements for competition.

#### ARTICLE VI: REQUIRED CLAUSES

- A. Civil Rights – During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- B. Officials Not to Benefit – No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement if made with a corporation for its general benefit.
- C. Nothing in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year; or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- D. Nothing in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any act of Congress affecting or relating to this Agreement.
- E. Nothing in this Agreement shall restrict the NPS from entering into similar agreements, or participating in similar activities or agreements with any other public or private agencies, organizations, or individuals.
- F. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

#### ARTICLE VII: TERMINATION

Either party may terminate this Agreement by providing the other party with written notice 60 days in advance.

ARTICLE VII: AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this General Agreement.

 4/30/2013  
Jonathan B. Jarvis Date  
Director, National Park Service

 3-21-13  
Jim Sayer Date  
Executive Director, Adventure Cycling Association